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1951. K File No. Mining a 51

Examined Legal DEPARTMENT

E BRANCH

Subject:— ~~Annual Return of~~

~~Applications for mineral~~

~~Concession~~

Mining Leases

(P7-93/E

Mining Leases | 51

File No.

Std. Sect...File 24-B

Mining Lease.

Grant of - to Shri R.C. Marathe, for Survey Nos. 75-79, 80/1, 80/8 and 92 of Karalga Village, Taluka Khanapur, District Belgaum.

Government of Bombay,
Development Department,
Resolution No. M N L 1550
Bombay 1, 29th December 1950.

Letter from the Collector of Belgaum, No. R.E.V., dated the 1st August 1950.

Government letter, Development Department, No. S.64/ 28413-B, dated the 1st September 1950.

Letter from the Colector of Belgaum, No. R.E.V., dated the 20th November 1950.

Resolution:- In exercise of the powers conferred by rule 45 of the Mineral Concession Rules, 1949, Government is pleased to grant to Shri R.C. Marathe, a mining lease for a period of 20 years for Kaolin in the Survey Nos. 75-79, 80/1, 80/8 and 92 of Karalga Village, Taluka Khanapur, District Belgaum, on the terms and conditions mentioned below:-

(a) that the royalty should be charged at the rate of 5 per cent. of the sale value at the pit's mouth;

(b) that the dead rent should charged at the rate of Re. 1/- per acre per annum;

(c) that the licensee should be liable to pay to Government either the dead rent or the royalty as mentioned above whichever is higher in amount but not both;

(d) that the surface rent should be charged at the rate of 8 annas per acre per annum except for the first year;

(e) that if any other minerals are found in association with Kaolin, they should be brought to the notice of Government and if the licensee desires to mine these minerals along with Kaolin, he should do so only after the consent of Government obtained in writing;

(f) that if beryl or any other 'Substance Prescribed' under section 3 of the Atomic Energy Act, No. XXIX of 1948, occurs in the property under the licence, the licensee shall make available such minerals to the Government of India;

(g) that the lease shall be subject to the provisions of rules in Chapter V of the Mineral Concession Rules, 1949.

2. The Collector of Belgaum should be requested to take necessary further action regarding the execution of the requisite agreement between the parties concerned in this case and submit the draft agreement to Government for approval before execution.

By order of the Governor of Bombay,

W.P. Saldanha.
Assistant Secretary to Government.

To

The Collector of Belgaum (with the case papers),
The Director of Industries,
The Solicitor to Government,
The Accountant General, Bombay,
The Revenue Department,
The Finance Department.

THE SOLICITOR TO GOVERNMENT
IN LEGAL DEPARTMENT
File No. 14
Subject No.
Branch 2/1/51
BOMBAY

EB/29.

LDRM.14
2-1-51

Submitted for information
file in Mining Leases/51.

4/1/51

A.S. Solr. 4/1/51

110-E

Original executed on a General Stamp paper Rs (33-12-) thirty-three annas twelve only

MINING LEASE.

LESSEE—MR. LALBHAI P. PATEL.

This Indenture made this 3rd day of January one thousand nine hundred and fifty-one BETWEEN the GOVERNOR OF BOMBAY (hereinafter referred to as "the Government" which expression shall where the context so admits be deemed to include his successors in Office and assigns of the one part AND Lalbhai P. Patel of 402, Cadell Road, Bombay, 28, hereinafter referred to as "the Lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, and assigns of the other part.

WHEREAS by an indenture of lease dated the 3rd day of January 1951 and expression to be made between the Lessor of the one part and the Lessee of the other part and registered in the office of the ~~Sub~~-Registrar Kanara under No. of 195 on the 195 (hereinafter called "the Principal Lease") in consideration of the rents and royalties covenants and agreements by and in the indenture under rental and the Schedule thereunder written reserved and contained and on the part of the Lessee to be paid observed and performed the Government grants and demises unto the Lessee ALL THOSE the mines, beds, veins and seams of Manganese ore situate, lying and being in or under the lands referred to in Part I of the Schedule thereto and also hereinafter described TOGETHER with the liberties, powers and privileges to be exercised or enjoyed in connection therewith which are mentioned in Part II of the said Schedule SUBJECT to the restrictions and conditions as to the exercise and enjoyment of such liberties powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the Government the liberties, powers and privileges mentioned in Part IV of the

said Schedule TO HOLD the premises thereby granted and demised unto the Lessee for a term of five years commencing from the fifteenth day of May 1949. AND WHEREAS the term of Principal Lease expired on the 19th May 1949.

AND WHEREAS the Lessee has requested the Lessor to grant to him a fresh lease which the Lessor has agreed to do for the further term of ten years commencing from the 15th day of May 1949 subject to the special condition stipulated in clause 9A of Part IX of the Schedule hereto in addition to the terms and conditions contained in the principal Lease except that the amounts of the dead and surface rents and royalties shall be as set out herein, in the manner hereafter appearing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :—

In pursuance of the premises the Lessor hereby demises up to the Lease ALL THOSE the mines, beds, veins and seams of Manganese ore (hereinafter referred to as " the said Minerals) situate lying and being in or under the lands referred to in Part I of the Schedule hereto together with the liberties, powers and privileges to be exercised or enjoyed in connection therewith which are mentioned in Part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties powers and privilege which mentioned in Part III of the said Schedule Except and reserving out of this demise unto the Government liberties powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised into the Lessee for a term of ten years commencing from the 15th day of May 1949 YIELDING AND PAYING therefore into the Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times herein specified SUBJECT to the provisions contained in Part VI of the said Schedule AND the Lessee hereby covenants with the Government as in Part III of the said Schedule is expressed AND the Government hereby covenants with the Lessee as in Part VIII of the said Schedule is expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

PART I.—*The Area of this lease.*

Description of Area. All that tract of land situate at Nagari and Joida villages in Supa Petha in the Registration District of North Kanara, Sub-District Haliyal Taluka,

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bearing Cadastral Survey Nos. 17(part), 47(part) and 147(part) containing an area of 620·00 acres or thereabouts delineated on the plan hereto annexed and thereon coloured and bounded as follows :—

on the North by Joida Survey No. 147(part) and Chapoli Survey No. 11,
on the South by Joida Survey No. 147(part) and Hudsa Survey No. 1,
on the East by Nagari Survey Nos. 17(part), 47(part), 51 and 52,
and on the West by Joida Survey Nos. 147(part), 148, 84, 86, 60 and 92.

PART II.—*Liberties Powers and Privileges to be Exercised or enjoyed by the Lessee subject to restrictions and Conditions in Part III.*

1. Liberty and power to enter upon the lands referred to in Part I (hereinafter referred to as " the said lands ") and to search for, win, work, get, raise (convert) and carry away the said minerals. Liberty to work mines.

2. Liberty and power for or in connection with any of the purposes mentioned in this Part to sink, drive, make, maintain and use in the said lands any pits, shafts, inclines, drifts, levels, waterways, airways and other works (and to use maintain deepen or extend any existing works of the like nature in the said lands). Liberty to sink, pits, etc. (and use existing pits, etc.)

3. Liberty and power for or in connection with any of the purposes mentioned in this Part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, brick-kilns, lime-kilns, workshops, storehouses, bungalows, godowns, sheds and other buildings and other works and conveniences (and to use and maintain any existing works and conveniences of the like nature on or under the said lands.) Liberty to make works (and use existing works).

4. Liberty and power for or in connection with any of the purposes mentioned in this Part to make any tramways, railways, roads and other ways in or over the said lands and to use, maintain and go and repass with or without horses cattle wagons or locomotives over the same (on any existing tramways, railways, roads and other ways in or over the said lands). Liberty to make roads and ways (and use existing roads and ways).

5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone, sand, gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such materials, bricks or tiles. Liberty to get building and road materials, make bricks, etc.

6. Liberty and power for or in connection with any of the purposes mentioned in this Part to appropriate and use any streams, watercourses, springs or water in or upon the said lands and to divert stop up or dam any Liberty to use water.

such stream or water-course and collect or impound any water and to make, construct and maintain any water-courses, culverts, drains, and reservoirs but not so as to deprive any cultivated lands villages buildings or watering places for live-stock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs.

Liberty to use land for stacking.

7. Liberty and power to enter upon and use a sfficient part of the surface of the said lands adjacent to any pits or works for the purpose of stacking, heaping or depositing thereon any produce of the mines or works carried on and any earth, materials and substances dug or raised under the liberties and powers mentioned in this Part.

Liberty to take timber from reserved forest.

8. Liberty and power for or in connection with any of the purposes mentioned in this Part to fell, cut and use any timber or trees now standing or which hereafter may be standing upon the reserved forest land included within the said lands provided that not more than twenty acres of such reserved forest land shall be cleared in any one year nor the same place oftener than once in every year and not more than one thousand trees shall be felled in any one year and provided also that the exercise of the liberty and power expressed in this clause shall be subject to the observance of the terms and conditions following that is to say.

PART III.—*Restrictions and Conditions as to the Exercise of the Liberties, Powers and Privileges in Part II.*

No building, etc., upon certain places.

1. No building or thing shall be erected set up or placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burying ground or place held sacred by any class of persons or any house or village site, public road or other place which the Government may determine on public grounds to bring within this restriction nor in such a manner as to injure or prejudicially affect any buildings, works, property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the Government for works or purposes not included in this lease if any other land not so occupied is suitable and available for such surface operations.

No surface operations upon land not already used therefor unless after notice and unless no objections thereto.

2. Before using for surface operations any land which has not already been used for such operations the Lessee shall give to the Divisional Forest Officer, N. D., Kanara, hereinafter called "the Divisional Forest Officer" for the time being as the agent in that behalf of the Government two calendar month's previous notice in writing specifying the name or other designation the situation and the quantity of the land proposed to be so used and the purpose for which the same is required and such land shall not be so used if

the said agent shall within two calendar months after the receipt by him of such notice state some objection to such use unless the objection or objections so stated shall on reference to the Government be annulled or waived by it.

3. Save as provided in clause 8 of Part II of this schedule the lessee shall not without the express sanction of the Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorised by these presents.

(Except as provided in Part II, no timber to be cut without sanction of Collector.

Notwithstanding anything in this Schedule contained the lessee shall not enter upon any reserved forest included in the said lands without thirty days' previous notice in writing to the Divisional Forest Officer nor without obtaining the sanction in writing of that Officer nor otherwise than in accordance with such conditions as that Officer may in his absolute discretion prescribe.

No reserved forest to be entered upon without sanction of Divisional Forest Officer.

4. No mining operations or workings shall be carried on or permitted to be carried on by the lessee in or under the said lands at or to any point within a distance of 50 yards from any railway reservoir, canal or other public works or any building or inhabited site shewn on the plan here to annexed except with the previous permission in writing of the Government or otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 yards shall be measured in the case of a railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in the case of a building horizontally from the plinth thereof.

No workings within 50 yards of public works, etc. except with previous permission.

For the purpose of this clause the expression "railway" shall have the same meaning as it is defined to have in the Indian Railways Act, 1890, by section 3 (4) of that Act.

PART IV.—*Liberties, Powers and Privileges reserved to the Government.*

1. Liberty and Power for the Government or any lessee or person authorised by the Government in that behalf to enter into and upon the said lands and to search for win work dig get raise and carry away any minerals other than the said minerals and any other substances and for those purposes to sink drive make erect construct maintain and use such pits shafts inclines drifts levels waterways airways water-course drains reservoirs engines machinery plant buildings canals tramways railways roads ways and other works and conveniences as may be deemed necessary or convenient PROVIDED that in the exercise of such liberty and power no hindrance or interference shall be caused to or with the liberties, powers and privileges of the

Liberty to work other minerals.

lessee under these presents and that fair compensation shall be made to the lessee for all loss or damage sustained by the lessee by reason or in consequence of the exercise of such liberty and power.

Liberty to make railways and roads.

2. Liberty and power for the Government and any lessee or person authorised by the Government in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways or roads for any other than the purposes aforesaid and to get from the said lands stone gravel earth and other materials for making maintaining and repairing such railways, tramways and roads or any existing railways, tramways and roads and to go and repass at all times over or along any such railways, tramways or roads for all purposes and as occasion may require.

PART V.—*Rents and Royalties reserved by this lease.*

Fixed half-yearly rent.

1. The lessee shall as from the fifteenth day of May 1949 during the subsistence of this lease pay to the Government the certain half-yearly rent of Rs. 310 on the 1st day of July and the 1st day of January in each year the first payment thereof having been made on the first day of July 1949 in respect of which rent the lessee may in the half-year in respect of which the same is payable sell and carry away such aggregate quantity of the said minerals as at the rates in the next succeeding clause mentioned would produce royalties for that half-year equal in amount to the said half-yearly rent but the said half-yearly rent shall be paid whether such quantity shall be sold and carried away or not.

Royalty.

2. The lessee shall during the subsistance of this lease pay to Government on the 1st day of July and the 1st day of January in each year.

Royalty at the rate of 5 per cent. of the sale value at the pits' mouth of the dressed ore having manganese contents of 48 per cent. and over and at the rate of 2½ per cent. of the sale value in respect of dressed ore having manganese content of less than 48 per cent.

Surface rent.

3. The lessee shall pay to the Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee under the authority of these presents rent at the rate of rupee one (1) per annum per acre of the area so occupied or used and so in proportion for any area less than an acre during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall be restored to its original condition which rent shall be computed and shall be paid on each of the half-yearly dates hereinbefore appointed for payment of the said certain half-yearly rent PROVIDED that no such rent shall be payable in respect of the occupation or use of the area comprised in any roads or

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ways existing on the said lands at the commencement of the term of this lease.

4. The lessee shall pay the dead rent at the rate of Re. 1-0-0 per acre per annum. Dead rent.

PART VI.—*Provisions relating to the Rents and Royalties.*

1. The rents and royalties mentioned in Part V of the Schedule shall be paid free from any deductions to the Divisional Forest Officer at his office at Dharwar or to such other officer and at such other place as the Divisional Forest Officer shall from time to time appoint. Place of payment.

PROVIDED ALWAYS and it is hereby agreed that (Rs. 500) five hundred the balance standing to the credit of the lessee on account of the deposit made by him on applying for this lease shall be retained and accepted by the Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

2. If in any half-year after the first 12 months of the said term the lessee shall not sell and carry away such aggregate quantity of the said minerals as at the rates mentioned in clause 2 of Part V of this Schedule would produce royalties for that half-year equal in amount to the said certain half-yearly rent than and in such case the lessee shall not in the next succeeding half-year pay any rent or royalty (other than the said certain half-yearly rent) in respect of the quantity of the said minerals sold or carried away in that half-year which is equivalent to the deficiency in the said minerals sold or carried away in the preceding half-year which shall at the rate of royalty payable during the succeeding half-year be required to produce royalty for the preceding half-year equal in amount to the said certain half-yearly rent. Average clause.

3. For the purpose of computing the said royalty the sale value of the manganese are shall be ascertained in accordance with the orders of the Government issued from time to time. Mode of computation of royalty.

PART VII.—*The Covenants of the lessee.*

1. The lessee shall pay the rents and royalty reserved by this lease at the times and in the manner provided in Parts V and VI and shall also pay and discharge all taxes rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged assessed or imposed upon or in respect of the mines or works of the lessee or any part thereof by authority of the Government of India or the Government of Bombay or otherwise except demands for land revenue and shall also pay To pay rents royalties rates and taxes.

interest at the rate of twelve (12) per cent. per annum, on all arrears of such rents or royalty from the date whereon the same ought to be paid under these presents.

To erect boundary marks.

2. The lessee shall at the lessee's own expense forthwith erect and at all times maintain and keep in repair boundary marks and pillars along the boundaries of the said lands according to the demarcation shown in the plan here toannexed and shall also in cases where in the opinion of the Government there is danger of mining operations extending beyond the boundary of the said lands keep the boundary line between the said marks and pillars sufficiently clear of shrubs and other obstructions to allow of easy identification of such boundary.

To start operations within a year and to work continuously.

3. Unless good cause exists for exemption from this present covenant (a question on which the decision of the Government shall be final) the lessee shall within one year from the date of this lease start mining operations in the said lands to the satisfaction of the Government and shall unless exempted as aforesaid thereafter at all times during the continuance of this lease search for win work and develop the said minerals without voluntary intermission in a skilful and workmanlike manner and upon the most approved principle without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structure or other property thereon and shall not cultivate or use the said lands in any manner other than as authorised by these presents.

To secure pits and shafts.

4. The lessee shall during the said term well and sufficiently secure and keep open with timber or other durable means all pits shafts and workings that may be made or used in the said lands and make and maintain sufficient fences round every such pit or shaft and also shall at all times during the said term keep all workings in the said lands except such as may be abandoned free from water and from foul air as far as possible.

To strengthen and support mines.

5. The lessee shall on notice from the Government strengthen and support to the satisfaction of the Government any part or parts of the mine when in the opinion of the Government such strengthening and support is needed for the safety of any railway reservoir canal or other public work or any building whether the said railway reservoir canal or other public work or other building shall be existing during the working of such part or parts of the mine already existing or shall be constructed after the said part or parts of the mine have been worked out. Such strengthening and support shall be made and done at the expense of the lessee if they are needed for the safety of any railway reservoir canal or other public work or other buildings as aforesaid already existing at the time of the working of the said part or

parts of the mine by reason of the lessee having conducted mining operations within the limits prohibited by clause 4 of Part III of this Schedule and in other cases at the expense of the Government.

6. The agents servants and workmen authorised by the Govt in this behalf shall be at liberty at all reasonable times during the said term to inspect and examine all mines and works carried on by the lessee in or under the said lands and make surveys or plans thereof and the lessee shall with proper persons employed by the lessee and acquainted with the mines and works effectually assist such agents servants and workmen in conducting every such inspection and shall afford them all information connected with the working of the mines which they may reasonably acquire and also shall and will conform to and observe all orders and regulations which the Government as the result of such inspection or otherwise may from time to time see fit to impose in the interests of public health and safety. To allow inspection of working.

7. The lessee shall without delay send to the Collector a report of any accident which may at any time occur at or in the said lands or any pit shaft or working therein. To repo

8. Whenever the lessee shall find in the said lands any mineral product other than the said minerals the lessee shall immediately report such discovery in writing to the Collector with full particulars of the nature and position of ~~each~~ such find. To report discovery of other minerals.

9. The lessee shall at all times during the said term keep or cause to be kept at an office to be situate upon or near the said lands correct and intelligible books of accounts upon such plan or principle and in such form as may be approved of by the Government which books shall contain accurate entries shewing from time to time (1) the quanity of the said minerals realised from the said lands (2) the quantity of the said minerals sold and exported respectively (3) the quantity of the said minerals otherwise disposed of and the manner and purpose of such disposition (4) the prices and other particulars of all sales of the said minerals (5) the number of persons employed in the mines or works in or upon the said lands and (6) all such other facts particulars and circumstances as the Government may consider necessary for conveniently ascertaining the amount of the royalty from time to time payable under these presents and the lessee shall furnish free of charge to such officer and at such times as the Government may appoint true and correct abstracts of all or any of such books of accounts and such information and returns as to all or any of the matters aforesaid as the Government may prescribe and shall at all reasonable times allow such officers as the Government shall in that behalf appoint to enter into and To keep books of accounts and furnish abstracts etc.

have free access to the said office for the purpose of examining and inspecting the said books of accounts and to take copies thereof and make extract therefrom.

To keep plans of workings.

10. The lessee shall at all times during the said term cause to be made and kept at the said office correct and intelligible plans and sections of the mines in the said lands which plans and section shall show as well the operations and workings carried on as also all views faults and other disturbances observed and encountered in such operations and workings and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of every period of twelve months and the lessee shall furnish free of charge to the Government true and correct copies of such plans and sections whenever thereunto required.

To provide weighing machine.

11. The lessee shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank sold exported and shall at the close of each day cause the total weights ascertained by such means of the said minerals raised sold exported during the previous twenty-four hours to be entered in the aforesaid books of accounts and will permit the Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee.

To allow test of weighing machine.

12. The lessee shall allow any person or persons appointed in that behalf by the Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the Government may require that the same be adjusted repaired and put in order by and at the expense of the lessee and if such requisition be not complied with within fourteen days after the same shall have been made the Government may cause such weighing machine or weights to be adjusted repaired and put in order and the expense of so doing shall be paid by the lessee to the Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of Government such error shall be regarded as having existed for [illegible] calendar months previous to the discovery thereof or from the last

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occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay compensation or injury to third parties.

13. The lessee shall make and pay reasonable satisfaction and compensation for all damage or injury to person or property which may be done by or on the part of the lessee in exercise of the liberties and powers granted by these presents and shall at all times save harmless and keep indemnified the Province of Bombay from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage or injury.

Not to obstruct working of other minerals.

14. The lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Government and to the holders of prospecting licenses or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working developing and carrying away the same.

Restrictions on assignment or transfer.

15. The lessee shall not assign this lease or transfer any interest hereunder without the previous written sanction of the Government nor shall the lessee allow this lease or any interest hereunder to be attached or sold in compliance with any decree or order of a Court or Revenue Officer.

PROVIDED that in case of any such assignment or transfer as aforesaid (authorised or sanctioned by or under this provision) the instrument thereof shall within three calendar months from the date of its completion be produced to the Collector and the sum of Rs. 50 paid to the Collector as the fee for registration thereof in his office.

Not to be financed or controlled by a Trust Syndicate Corporation firm or person.

16. The lessee shall not enter into or make any arrangement compact or understanding whereby the lessee will or may be directly or indirectly financed by or under which the lessee's operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust Syndicate Corporation firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that in the event of the existence of a state of war or grave

material emergency (of which existence the Government shall be the sole judge and a notification to this effect in the Official Gazette shall be conclusive proof) it shall be terminable if so required in writing by the Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee accordingly.

To deliver up mines etc. in good order.

17. The lessee will at the expiration or sooner determination of the said term deliver up to the Government all mines pits shafts inclines drifts levels waterways airways and other works (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Government or in an ordinary and fair course of working) and all (engines machinery plant buildings structure and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines machinery plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Government have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals.

Indian constitution.

18. The Local General Manager and not less than seventy-five per cent. of the local staff employed by the lessee shall at all times during the said term be an Indian dominion subject or Indian Dominion subjects and neither the lessee nor the said mines and minerals shall at any time during the said term be or become directly or indirectly controlled or managed by any person or persons who are not an Indian Dominion subject or subjects.

Right of pre-emption.

19. (*a*) The Government shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the lessee under the hand of any Secretary to Government) of pre-emption of the said minerals (and all products thereof) lying upon the said lands hereby demised or elsewhere under the control of the lessee and the lessee shall with all possible expedition and so as to avoid demurrage on the vessel or vessels engaged to convey the same deliver all minerals or products of minerals purchased by the Government under the power conferred by this provision in the quantities at the times in the manner and at the place of shipment or storage specified in the notice exercising the said right.

(*b*) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the Government hereunder be detained on demurrage at the port of loading the lessee shall pay the amount due for demurrage

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according to the terms of the charter party of such vessel unless the Government shall be satisfied that the delay is due to causes beyond the control of the lessee.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the Government in exercise of the right hereby conferred shall be the fair market price for the time being to be determined in default of Agreement under the provision hereinafter in clause 13 of Part IX of this schedule contained PROVIDED THAT in order to assist in arriving at the said fair market price the lessee shall if so required furnished to the Government by way of confidential information the particulars of the quantities descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(d) In the event of the existence of a state of war or grave and ~~material~~ national emergency (of which existance the Government shall be the sole judge and a notification to that effect in the official Gazette shall be conclusive proof) the Lessee shall on receiving a notice in writing under the hand of any Secretary to Government requiring him so to do use his utmost endeavours to increase the supply to or for the Government of the minerals or products thereof purchased by him as aforesaid to the extent specified in such notice.

Payment for upkeep of P. W. D. Forest roads.

20. The Lessee shall pay for the upkeep and maintenance of roads in charge of the Public Works Department (hereinafter referred to as "the P. W. D. roads") used by him such amount per furlong as the Forest Engineer, Belgaum or the Conservator of Forests, Southern Circle, may fix and shall keep with the Forest Department a deposit of Rs. 2000 (two thousand) per annum to cover such upkeep and maintenance.

Construction of Light Railway.

21. If the lessee desires at any time to construct a light railway or other form of transport for transporting his ore, he shall do so subject to the following conditions namely :-

(i) *For lines within and outside the lease premises.*—The Lessee shall submit a map (on scale of eight inches to the mile) prepared from a final field survey and shewing the exact alignment proposed for the railway. In addition, drawings or necessary details of design shall be required.

(ii) *For lines outside the lease premises.*—The Lessee shall not commence to construct such railway, unless the alignment and design proposed by him have been duly approved by the Forest Engineer, Belgaum.

Enlisting services of Labourers.

22. The Lessee shall not enlist the services of labourers regularly employed by the Forest Department or the Forest Engineering Branch without the previous consent in writing of the Divisional Forest Officer or the Forest Engineer, Belgaum.

Clearing of forest land.

23. No portion of the said lands shall be cleared of Forest by the Lessee without first obtaining the permission in writing of the Divisional Forest Officer but such permission shall be granted by the Divisional Forest Officer from time to time for an area not exceeding twenty acres at a time on written application of the lessee to the effect that the lessee requires the additional area for the *bona fide* and immediate extension of mining operations under these presents.

Disposal of produce of forest clearing.

24. The Lessee shall take over the produce of any such forest clearing as aforesaid at a valuation which shall be fixed by the Divisional Forest Officer whose decision in regard to the members and measurements and valuations shall be final and binding on the Lessee the said produce may however be disposed of by the Divisional Forest Officer in such other manner as he may deem fit.

Disposal of lands in which mining operations are concluded.

25. At the conclusion of mining operations in any portion of the said lands for which permission has been given under clause 23 of this part this lease shall in respect thereof determine and possession of such area shall thereafter be handed over by the Lessee to the Divisional Forest Officer on behalf of the Government, and the Lessee shall forthwith on demand pay to the Government the difference between any sum which the lessee may have already paid for the value of the trees cut down or other produce cleared or removed and the capital valuation to be determined by the Divisional Forest Officer, subject to a minimum of rupees two hundred and a maximum of rupees four hundred and fifty per acre.

Lessee not to interfere with grazing.

26. The Lessee shall not interfere with or prevent grazing on the said lands nor shall he interfere with or prevent the removal therefrom of forest produce by the Forest Department except such forest produce as may have been taken over by him as provided for in clause 24 of this Part.

Not to light fire.

27. The Lessee shall not light any fire within the said lands (except under such conditions as the Divisional Forest Officer may in writing specify) and the Lessee and his workmen and employees shall render prompt assistance in extinguishing any fire on the said lands or in their vicinity.

Lessee to keep roads other than Public Works Department roads in proper repairs.

28. The Lessee shall maintain and keep in proper repair at his own cost any roads, other than the Public Works Department roads passing through the said lands or any other lands for the time being subject to these presents

29. The Lessee shall not ply lorries exceeding one and a half tons weight for the purpose of conveying manganese ore subject to the condition that the ore conveyed by each lorry shall not exceed such cubic content as may be fixed by the District Magistrate, Kanara. Engaging lorries for conveyance of Manganese ore.

30. The Lessee shall pay a deposit of Rs. 500 to cover possible cost of repairs to forest roads damaged by his vehicles engaged in transport of manganese ore. Lorries engaged in transport of manganese ore shall not be driven at a speed exceeding 15 miles per hour on forest roads and on Public Works Department roads at speeds exceeding the speeds which may be fixed by the District Magistrate, Kanara. Driving of lorries on Forest and Public Works Department roads.

31. The Lessee shall stack manganese ore in Dandeli only in plots leased to him for that purpose by the Divisional Forest Officer and these plots shall be approached only by the routes fixed by the Divisional Forest Officer. Lorries shall only be parked in parking places indicated to the Lessee by the Divisional Forest Officer. Stacking of Manganese ore in plots leased for that purpose.

PART VIII.—*The Covenants of the Government.*

1. The Lessee paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any lawful interruption from or by the Government or any person rightfully claiming under it. For quiet enjoyment.

2. If the Lessee shall be desirous of taking a renewed lease of the premises hereby demised for a further term of ten years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last mentioned term give to the Collector six calendar months' previous notice in writing and shall pay the rents and royalty hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the Lessee to be observed and performed up to the expiration of the said term hereby granted the Government will upon the request and at the expense of the lessee and upon his executing and delivering to the Government if required a counterpart thereof execute and deliver to the Lessee a renewal lease of the said premises for a further term of ten years of such rents not exceeding twice the rents hereby reserved and at such royalties as may on the day next following the expiration of the said term hereby granted be in force under the orders of the competent authority but otherwise upon the like terms and under and subject to the like covenants and agreements as are contained in these presents (other than this present covenant). To renew.

PART IX.—*General Provisions.*

Power of distress.

1. If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of two calendar months next after the day whereon the same ought to be paid then (whether the same shall have been formally demanded or not) and so often as the same shall happen the Government may enter into and upon the said lands and may distrain all or any of the minerals, mineral ore, moveable engines, machinery plant live and dead stock and other moveable property belonging to the Lessee which shall be found in or upon the same premises and may sell and dispose of the same and apply the proceeds thereof in or towards the satisfaction and payment of the rent or royalty which shall then be in arrear and all costs and expenses occasioned by the non-payment thereof or by such distress.

Power of re-entry.

2. If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of six calendar months next after the day whereon the same ought to be paid (whether the same shall have been formally demanded or not) or if the Lessee shall fail or neglect to observe or perform any of the covenants and agreements contained in these presents and on the part of the Lessee to be observed and performed or if this lease or any interest hereunder is attached or sold in execution of any decree or order of a Court or Revenue Officer or in case it shall appear to the Government that its sanction to any such assignment transfer grant arrangement compact or understanding as mentioned in clauses 15 and 16 of the covenants by the lessee hereinbefore in Part VII of these presents contained was improperly obtained or that any improper use of the rights or powers under any such arrangement compact or understanding as aforesaid of any party thereto has been made by or with the connivance of the Lessee or if the Lessee shall fail (unless exempted by the Government for good cause) during two consecutive years of the said term to get from the said lands so much of the said minerals as at the rates of royalty hereinbefore mentioned would produce royalties for those years equal in amount to the said certain half-yearly rent payable during that period then and in such case or if the lessee shall be adjudicated insolvent it shall be lawful for the Government at any time within two years of the date on which such default, failure, neglect, or any other cause for re-entry above mentioned came to the notice of the Government and although advantage may not have been taken of any previous cause for re-entry, to re-enter into and upon the said premises or any part thereof in the name of the whole and thereupon this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Government in respect of any breach of any of the

covenants and agreements contained in these presents or for the recovery of any rent or royalty remaining unpaid.

Penalty for breach of covenant.

3. If the lessee shall at any time during the said term commit a breach of any covenant or agreement contained in these presents and on the part of the lessee to be observed or performed it shall be lawful for the Government as the consideration for the non-exercise of the power of re-entry contained in the last preceding clause hereof to receive from the lessee such penalty for the breach not exceeding four times the amount of the said certain half-yearly rent as the Government may fix.

Power to lessee to remove property.

4. The lessee (having first paid and discharged the rents and royalties payable by virtue of these presents) may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clause 2 of this part and in that case at any time not less than three calendar months for more than six calendar months after such determination) take down take up and remove for the benefit of the lessee all or any engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver up to the Government under clause 17 of Part VII of this Schedule and the Government shall not desire to purchase under the provisions of clause 5 of this Part and also all minerals and mineral ore won by the lessee under the authority of these presents and then remaining in or upon the said lands making reasonable compensation for all damage done to the said lands by such removal.

Power of the Government to purchase property.

5. If at the expiration or sooner determination of the said term the Government shall desire to purchase all or any of the engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver up under clause 17 of Part VII of this schedule and if such desire shall be signified by a notice in writing given to the lessee by the Collector six calendar months before the expiration or sooner determination of the said term or if this lease shall be determined under clause 2 of this Part at any time within three calendar months after such determination then and in such case the articles and things specified in such notice shall not be removed by the lessee but shall be purchased by the Government at a price equivalent to the cost of the same at the time of their erection upon the said lands after deducting from such cost a sum equal to eight per cent. thereof for every year which shall have elapsed since that time.

Forfeiture of property left for more than six months after determination of lease

6. If at the expiration of six calendar months after the expiration of sooner determination of the said term there shall remain in or upon the said lands any engines machinery plant buildings structures tramways railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall if not removed by the lessee within one calendar month after notice in writing requiring their removal be given to the lessee by the Collector be deemed to become the property of the ~~Crown~~ Government and may be sold or disposed of for the benefit of the ~~Province~~ State in such manner as the Government shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

Power to surrender.

7. The lessee may at any time determine this lease by giving not less than twelve calendar months' notice in writing to the Collector and upon the expiration of such notice and provided the lessee shall upon such expiration render and pay all rents royalties compensation for damage and other moneys which may then be due and payable under these presents to the Government or any other person or persons and shall deliver up these presents to the Collector then this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Government in respect of any breach of any of the covenants or agreements contained in these presents.

Destruction of mines or works.

8. If at any time during the continuance of this demise the said mines and work shall become destroyed or rendered substantially and permanently unfit for the purposes of this demise by fire tempest or flood or violence of any army or mob or other irresistable force these presents shall at the option of the lessee be void PROVIDED that if the injury be occasioned by the wrongful act or default of the lessee or the servants of the lessee the lessee shall not be entitled to the benefit of this provision. AND PROVIDED ALSO that if this lease shall become void for or by reason of any of the causes aforesaid it shall be without prejudice to the rights and remedies of the Government under or by virtue of these presents for the recovery of any rent or royalty which may then remain unpaid or in respect of any breach which may have been committed of any of the covenants herein contained on the part of the lessee.

Power to take possession in event of war or emergency.

9. In the event of the existence of a state of war or of grave meterial emergency of which existance the Government shall be the sole judge and a notification to this effect in the *Official Gazette* shall be enclusive proof

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the Government after notice in writing to the lessee under the hand of any Secretary to Government of its intention so to do may forthwith take possession or assume control of the works plant machinery and premises of the lessee at or in connection with the said mines and may pre-empt at prices fixed by the Government all minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform to and obey all directions given by or on behalf of the Government regarding the use or employment of such works plant premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the Government under the provision herein after in clause 13 of this part contained shall be paid to the lessee for all loss or damage sustained by him by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said terms hereby granted or effect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

9A. Government shall be entitled to take over the enterprise if and when necessary provided that fair compensation on the basis of market price or other lawful criterion that may be laid down by the Central or Provincial Government in this behalf is paid to the lessee and in case of dispute or disagreement, as regards the amount of compensation, the same shall be settled by arbitration.

10. If any minerals not included in this lease shall during the said term be discovered by the lessee within the said lands and if no mining lease shall then be held by any other person in respect of the same the lessee shall during the twelve calendar months next succeeding the discovery thereof have the option of taking a mining lease in accordance with the rules prescribed by the Government for the grant of prospecting licenses and mining leases in respect of such minerals over so much of the said lands as the lessee may desire and during such period of twelve calendar months the lessee shall be entitled to win work and carry away any of the minerals so discovered on payment therefor to the Government of such royalty not being less than 20 per cent. of the value of such minerals as the Government may prescribe or in case of precious stones shall have the right during the

Lessee's right in respect of other minerals.

said period of twelve calendar months to the first offer of such mining lease in respect of such precious stones as the Government may think fit to grant.

Services of notices on lessee.

11. Every notice by these presents required or authorised to be given to the lessee may be given to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notices or if there shall be no such person then to any person in the employ of the lessee who may be found upon the said lands or if no such person be found then the same may be left at the said office of the lessee upon the said lands or affixed in a conspicuous position upon some buildings or erection in the occupation of the lessee upon the said lands.

Interpretation of the term "Collector."

12. In these presents the expression "the Collector" shall mean the Revenue Officer in charge of the district within which the said lands are situate.

13. If and whenever any question or dispute shall arise in regard to the construction meaning or effect of these presents or any clause or thing herein contained or in regard to the manner or sufficiency of the observance or performance by the lessee of any covenant or agreement herein contained or in regard to the mode of working of the said minerals or the maintenance or condition of any works in or upon the said lands or in regard to any valuation to be made under these presents or in regard to the amount or payment of any rent royalty compensation or other money payable by the lessee or in regard to any other matter or thing relating to or arising out of these presents such question or dispute shall except as may be otherwise expressly provided in these presents be determined by the Government whose decision thereon shall be final and binding on the parties hereto.

PROVIDED ALWAYS that any dispute as regards the price paid under clause 19(*c*) of Part VII of this schedule shall be determined by two arbitrators one to be nominated by the Government and the other by the lessee or in case of disagreement between the arbitrators by an umpire to be

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appointed by the arbitrators by writing under their hands before proceeding with the arbitration and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on the parties hereto.

Signed by

(Name and designation) S.G.S. Belgaum
Collector of Kanara.

on behalf of the Governor of Bombay

in the presence of —

(1) V. M. Kamat

(2) N. T. Kavi

(1) Signed by the above named sd/- Gulbhai B. Desai
Lessee.

in the presence of — sd/- G. D. Kambar

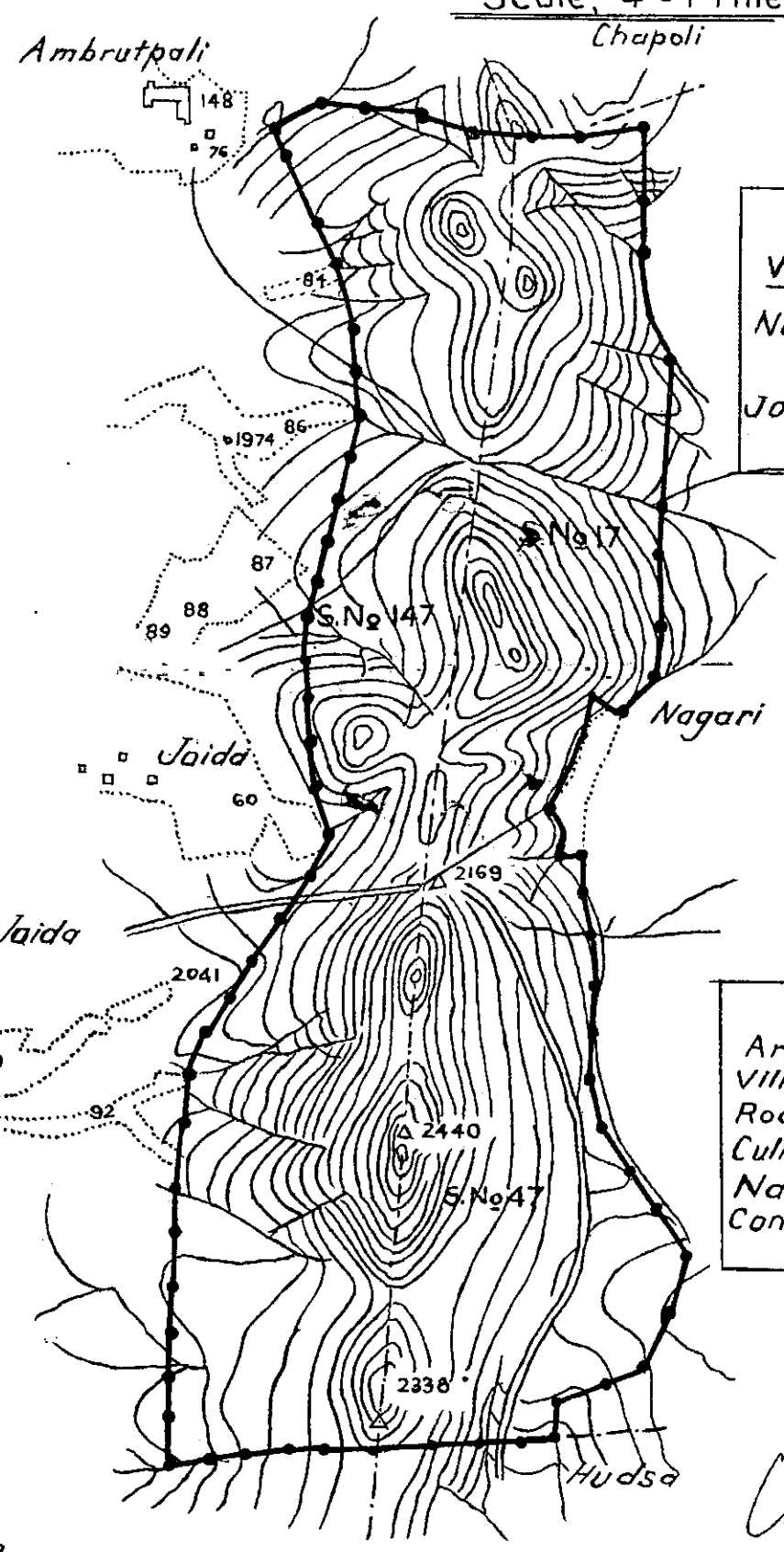
AKB Bk H 2117—6

BOMBAY: PRINTED AT THE GOVERNMENT CENTRAL PRESS

— Map Showing the area granted to Mr. Lalbhai P. Patel of Bombay —
— for Mining Manganese Ore in Nagari & Joida Villages —
— of Supa Petha —

— Area = 620.0 Acres —

Scale, 4" = 1 Mile



— Description of Area —

Village	S.No	Area Acres
Nagari	17 Part	156.0
	47 "	176.0
Joida	147 "	288.0
	Total =	620.0

— Description of Boundaries —

North:- Joida S.No 147 Part & Chapolis No 11
West:- -Do- 147 Part, 148, 84, 86, 60, & 92
South:- Do- 147 Part & Hudsa S.No. 1.
East:- Nagari S.No. 17 Part, 47 Part 51 & 52

— REFERENCE —

Area granted .....
Village boundary .....
Roads & Footpath .....
Cultivation .....
Nallas .....
Contours & Hills 1974

Drawn by
N.D. Kanara.
Ranger Surveyer
N.D. Kanara

Licensee

Divisional Forest Officer
N.D. Kanara.

G.P.Z.P. POONA 1950.

THE SOLICITOR TO GOVERNMENT
IN LEGAL DEPARTMENT
File No. 540
Subject No.
Branch 12-1-51
BOMBAY

Mining Lease.
Grant of - to Shri Lalbhai Patel of Bombay in Supa Petha of the Kanara District.

Government of Bombay,
Development Department,
Resolution No. M N L/1550,
Bombay No. 1, 10th January 1951.

Letter from the Collector of Kanara, No. S.78, dated the 22nd October 1950.,

Memorandum from the Director of Industries, No. Chem, 11 of 385, dated the 5th/6th December 1950.

Resolution:- In exercise of the powers conferred by rule 26 of the Mineral Concession Rules, 1949, Government is pleased to grant to Shri Lalbhai Patel of Bombay, a mining lease for manganese ore, for a period of 20 years with an option of renewal, in respect of the following areas in the Supa Petha of the Kanara District viz:-

Village.	Survey No.	Area. A.	G.	A.
Chapoli.	11 part.	78	- 0-	0.
Joida.	147 "	88	- 0-	0.
Nagari.	17 "	4	- 0-	0.
		170	- 0-	0.
Hudsa.	1 part	138	-20	- 0.
	95 parts	10	- 0	- 0.
Joida.	147 "	102	- 0	- 0.
Kumbeli.	6 "	12	- 0	- 0.
Kumbeli.	16 "	1	-20	- 0.
		264	- 0	- 0.

2. The grant of the above lease is subject to the terms and conditions mentioned below:-

1) The mining lease should be only in respect of manganese ore. If other minerals are found in association with manganese ore it should be brought to the notice of Government and if the applicant desires to mine these minerals along with manganese he should do so only after the consent of Government is obtained.

2) Royalty should be charged at the rate of 5 per cent. of the sale value at the pit's mouth subject to a minimum of Re. 1/- per ton on the ore having manganese contents of 45 per cent and over and at the rate of 5 per cent of the sale value at the pit's mouth subject to a minimum of Re. 0-8-0 per ton on the lower grade ore.

3) Dead rent should be charged at Rs. 10/- per acre per year.

4) ------

Rule in Mining Lease/19

113

Art 31. Rel/1913

4) Surface rent should be paid at Re. 1/- per acre per year.

5) If beryl or any other substance Prescribed under Sec. 3 of the Atomic Energy Act, No. XXIX of 1948, occured in the property under the licence, the licensee shall make available such minerals to the Government of India.

3. The Collector of Kanara should be requested to submit to Government in due course, the draft mining lease to be executed by Shri Jalbhai and Government in this case for its approval.

By order of the Governor of Bombay,

N.S. Pardasani.

Deputy Secretary to Government.

To

The Collector of Kanara, (with the case papers),

The Chief Conservator of Forests,

The Conservator of Forests, Southern Circle,

The Director of Industries,

The Solicitor to Government,

The Accountant General, Bombay,

The Agriculture and Forests Department,

The Finance Department.

HJB/10.

Mining Lease.
Grant of - to Messrs D.M. Tilve and Sons, in Supa Petha, Kanara District.

24/4

Government of Bombay.
Development Department.
Resolution No. M N L 1551-B,
Bombay No. 1, 21st November 1951.

Letter No. S.79/27 & 28, dated the 2nd September 1951 from the Collector of Karwar.

Resolution:- Government is pleased to direct that paragraph 4 of Government Resolution, Development Department, No. S.64, dated the 9th January 1950 should be substituted by the following:-

"4. Dead-rent shall be charged at the rate of Rs. 10/-. per acre per year provided that no dead-rent shall be payable during the first year of the lease and that in subsequent years the lessee shall be liable to pay either dead-rent or royalty whichever is higher, but not both."

By order of the Governor of Bombay,

(N.N. Elijah),
Assistant Secretary to Government.

3292—
24/4/51)

P.T.O.

To

The Collector of Kanara,

The Chief Conservator of Forests,

The Director of Industries,

The Solicitor to Government,

The Accountant General, Bombay, (through the Finance Department),

The Finance Department.

HJB/21.

Submitted

Please see previous letter 1/7

Ref

4/12

Ast Solr

Ref

5/12

Mining Lease for extracting Lime-stone and Clay. Grant of - to the Bagalkot Cement Company Limited, Bombay.

3410
11/12(3)

Government of Bombay.
Development Department.
Resolution No. M.N L 1551.
Bombay No. 1, 4th December 1951.

Read Government Resolution, Revenue Department, No.2987/45, dated the 28th March 1949.

Letter from the Collector of Bijapur, No. RMN S.R-4, dated the 2nd February 1951.

Letter from the Director of Industries, No.Chem.110/ M.I., dated the 21st June 1951.

Memorandum from the Solicitor to Government, No. 12414, dated the 3rd August 1951.

Government letter, Development Department, No.MNL 1551/33712-B, dated the 12th September 1951, to the Bagalkot Cement Company Limited.

Letter dated the 15th September 1951, from the Bagalkot Cement Company Limited, Bombay.

Resolution:- In modification of the orders issued in Government Resolution, Revenue Department, No.2987/45, dated the 28th March 1949 and in exercise of the powers conferred by rule 26 of the Mineral Concession Rules, 1949, Government is pleased to grant to the Bagalkot Cement Company Limited, Bombay, a fresh mining lease for extracting limestone and clay, for a period of 20 years with an option of renewal, for one or two periods, each not exceeding 20 years, in respect of the areas shown in the accompanying statements I and II, in the Bijapur District provided that the land mentioned in the Statement II is Government land.

2. The grant of the above lease is subject to the terms and conditions mentioned below:-

(a) the mining lease shall be only in respect of lime-stone and clay. If other minerals are found in association with these minerals they should be brought to the notice of Government and if the applicants desire to mine these minerals along with lime-stone and clay they should do so only after the consent of Government is obtained.

(b) Royalty for lime-stone should be charged at the rate of 5 per cent. of the sale value at the pit's mouth subject to a minimum of 4 annas per ton and that for clay should be charged at the rate of 5 per cent. of the sale value at the pit's mouth;

(c) the dead rent shall be charged at the rate of Rs. 10/- per year per acre. The Company will be liable to pay the dead rent or royalty whichever is higher in amount but not both.

(d) Surface rent shall be charged at the rate, not exceeding the land revenue and cesses assessable on the land.

(e) If beryl or any other "Substance Prescribed" under Section 3 of the Atomic Energy Act, No. XXIX of 1948, occurred in the property under the licence, the licencees shall make available such minerals to the Government of India.

(f) The lease is subject to the provisions of the Mineral Concession Rules, 1949, and also to any rules issued or to be issued under Section 6 of the Act No. LIII of 1948 "Mines and Minerals" (Regulation and Development).

(g) The lessees should pay to the Collector of Bijapur immediately a deposit of Rs. 500/- for meeting preliminary expenses as per rule 29 of the Mineral Concession Rules, 1949.

(h) The applicants should furnish to the Collector of Bijapur an accurate map of the areas applied for duly attested by them. The Collector is authorised to get the map prepared, if the applicants so desire and recover the cost from the above deposit of Rs. 500/-.

(i) The Applicants should pay to the Collector of Bijapur necessary security deposit under rule 36 of the Rules before the lease is issued to them.

3. The Collector of Bijapur should be requested to submit to Government in due course, the draft mining lease to be executed by the Company in this case for its approval.

4. The accompanying Government Notification should be published in the Bombay Government Gazette.

By order of the Governor of Bombay,

(D.S. Joshi)

Secretary to Government.

To

The Collector of Bijapur,

The Director of Industries,

The Solicitor to Government,

The Accountant General, Bombay, (through the Finance Department),

The Revenue Department,

The Finance Department,

The Bagalkot Cement Company Limited, Bombay, (by letter).

HJB/4.

Accompaniment to [redacted] ment Resolution, Development Department. N[redacted] ted the 4th December 1951.

STATEMENT No. I.

Showing the Survey Numbers which are granted to the Mining Lease granted to the Bagalkot[redacted]cement Company, Limited.

B A G A L K O T .

Survey No.		Area. A.	G.
51	.....	19	13
52	.....	9	32
53/1	.....	2	6
53/2	.....	2	18
54	.....	4	21
57	.....	9	22
58/1	.....	4	35
58/2	.....	4	36
106/1+2	.....	11	27
106/3-A	.....	2	7
106/3B	.....	10	35
107	.....	11	21
113	.....	1	35
121	.....	1	17
122	.....	0	32
123/1	.....	2	11
123/2	.....	4	10
126	.....	0	32
127	.....	29	35
130/1	.....	2	32
130/2	.....	2	0
130/3	.....	1	32
130/4	.....	1	38
130/5	.....	7	32
131	.....	5	36
132/1	.....	0	19
132/2	.....	4	29
133	.....	5	5
135/1	.....	10	27
135/2	.....	4	19
135/3	.....	4	3
162	.....	5	38
165/1	.....	2	6
165/2A6	.....	1	32
165/2B	.....	1	28
165/2C	.....	1	24
165/3	.....	2	32
167	.....	7	39
175	.....	7	2
176/1	.....	3	24
176/2	.....	3	23
177	.....	6	39
178/1	.....	2	27
178/2	.....	3	7
179	.....	16	24
185/1	.....	6	12
185/2	.....	6	27
186/1	.....	8	14
186/2	.....	7	35
187	.....	26	31
188/1A	.....	4	0
188/1B-1	.....	5	24
188/2B-2	.....	5	23
188/2	.....	4	0
190/1	.....	1	36
191	.....	2	35
192	.....	5	28
193	.....	5	18
194/1	.....	12	6
194/2A	.....	3	7

B A G A L K O T (Continued).

194/2B	.....	3 - 1
200	.....	13 - 15
201	.....	14 - 38
202	.....	6 - 9
203	.....	6 - 16
204	.....	6 - 13
205	.....	16 - 4
208	.....	6 - 8
235/1	.....	6 - 33
235/2	.....	6 - 34
235/3	.....	0 - 6
235/4	.....	1 - 9
235/5	.....	0 - 18
237/1	.....	11 - 33
237/2	.....	0 - 15
239/1	.....	5 - 22
239/$\frac{2A+B}{1}$	.....	7 - 0
239/$\frac{2A+B}{2}$	.....	6 - 4
256/1+2	.....	6 - 34
256/3	.....	3 - 4
256/4	.....	2 - 2
259	.....	3 - 28
260	.....	10 - 4
281	.....	6 - 12
290/1	.....	3 - 0
290/2	.....	2 - 17
290/A	.....	1 - 20
296/1	.....	1 - 21
296/2A	.....	1 - 28
296/2B	.....	1 - 37
296/2C	.....	2 - 10
296/3	.....	5 - 15
297/1	.....	1 - 6
297/2	.....	5 - 37
297/3	.....	8 - 38
297/4	.....	2 - 27
298/1	.....	12 - 28
298/2	.....	6 - 34
308/1	.....	4 - 3
308/2	.....	1 - 8
304	.....	1 - 9
311/1	.....	7 - 24
311/2	.....	6 - 18
V E E R A P U R .		
85	.....	2 - 22
87	.....	5 - 0
88/1	.....	6 - 36
88/2	.....	0 - 31
88/3	.....	0 - 24
88/4	.....	2 - 22
88/5	.....	0 - 17
95	.....	1 - 30
97/1	.....	2 - 4
97/2	.....	2 - 5
106/1	.....	4 - 18
106/2	.....	4 - 1
106/3	.....	4 - 31
107/1	.....	8 - 12
107/2A	.....	3 - 17
107/2B. C	.....	3 - 10
108	.....	3 - 23
109/1	.....	5 - 19
109/2	.....	5 - 6
Total area.		661 - 28

S T A T E M E N T No. II.

Statement showing additional area required by the Bagalkot Cement Company Limited.

VILLAGE : BAGALKOT.

Survey No.	Area. A.	G.
80/1-5 ...	4 -	33
80/2 ...	4 -	9
80/3 ...	8 -	14
80/4 ...	1 -	16
81/1 ...	3 -	16
81/2 ...	2 -	36
81/3 ...	5 -	37
81/4 ...	1 -	1
82/1 ...	8 -	38
82/2-3 ...	4 -	5
82/2-3B ...	1 -	18
83/2 ...	1 -	22
83/1 ...	12-	19
84/1 ...	4 -	9
84/2 ...	3 -	31
84/3 ...	3 -	8
84/4 ...	3 -	33
85/1 ...	14-	22
85/2 ...	14-	10
86 ...	9 -	11
87 ...	8 -	18
88 ...	16-	13
89/1 ...	8 -	18
89/2 ...	11-	18
90/1 ...	9 -	15
90/2 ...	11-	28,
97/1 ...	11-	25
97/2 ...	12-	9
100/1 ...	7 -	1
100/2 ...	0 -	20
101/1 ...	5 -	28
101/2 ...	6 -	13
108 ...	11-	34
110 ...	10-	38
112 ...	13-	36
114/1 ...	20-	10
114/2 ...	8 -	38
115/1 ...	11-	22
115/2 ...	2 -	11
115/3 ...	2 -	11
115/4 ...	6 -	5
115/5 ...	3 -	35
118/1 ...	5 -	28
118/2A ...	10-	25
118/2B ...	7 -	8
157 ...	7 -	1
158 ...	11-	29
159 ...	3 -	37
160 ...	2 -	0
161 ...	2 -	7
163 ...	2 -	4
168 ...	22-	19
169 ...	14-	9
170 ...	15-	30
111 ...	21-	34
171 ...	19 -	32
172 ...	25 -	25
173/1 ...	8 -	0
173/2 ...	2 -	1
173/2 ...	8 -	0
180 ...	9 -	30
181 ...	20 -	10
182 ...	11 -	13
183 ...	17 -	26
184 ...	25 -	20
210 ...	1 -	36
211 ...	5 -	33
212 ...	7 -	24
222 ...	21 -	10
223 ...	27 -	33
226/1 ...	2 -	20
226/2 ...	2 -	24
226/3 ...	7 -	18
226/4 ...	3 -	2
257 ...	5 -	2
253/1 ...	7 -	35
253/2 ...	8 -	23
286 ...	2 -	39
291 ...	3 -	30
303 ...	0 -	32
307 ...	11 -	31
310/ ...	4 -	35
312 ...	4 -	28
	720-	7

Village: Veerapur.

83/1 ...	0 -	19
83/2 ...	0 -	21
83/3 ...	0 -	27
84 ...	1 -	38
89 ...	1 -	25
90/1 ...	4 -	12
90/2 ...	3 -	9
90/3 ...	0 -	22
90/4 ...	0 -	22
90/5 ...	0 -	20
90/6 ...	0 -	20
90/7 ...	0 -	20
90/8 ...	0 -	20
90/9 ...	0 -	24
90/10 ...	0 -	30
90/11 ...	1 -	11
91/1 ...	0 -	26
91/2 ...	0 -	26
91/3 ...	0 -	26
91/4-5-6 ...	1 -	30
92/1 ...	1 -	1
92/2 ...	0 -	28
92/3A ...	0 -	33
92/3B ...	0 -	34

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Village : Veerapur (continued).

Survey No.		Area A. G.
92/4A	...	0 -32
92/4B	...	0 -33
93/1	...	1 -17
93/2A	...	0 -34
93/2B	...	0 -29
93/3	...	1 -17
94	...	5 - 6
96	...	5 -27
110/1	...	2 -19
110/2	...	1 - 4
110/3	...	0 -18
110/4	...	0 -14
110/5	...	0 -16
110/6	...	2 - 0
		49-10

Village : Gaddankeri.

4	...	22- 3
8	...	15- 2
12	...	1 - 1
13	...	11-25
14	...	3 - 0
15	...	21-25
16	...	1 -31
17	...	2 - 2
18	...	23- 3
		101-12

Village-wise area.

Bagalkot	720- 7
Veerapur	49-10
Gaddankeri	101-12
	870-29

HJB/7.

N O T I F I C A T I O N.

Development Department.
Bombay No. I, 4th December 1951.

No. M N.L 1551-B:- In modification of the orders issued in Government Resolution, Revenue Department, No. 2937/45, dated the 28th March 1949 and in exercise of the powers conferred by rule 26 of the Mineral Concession Rules, 1949, Government is pleased to grant to the Bagalkot Cement Company Limited, Bombay, a fresh mining lease for extracting lime-stone and clay, for a period of 20 years with an option of renewal, for one or two periods, each not exceeding 20 years, in respect of the areas shown in the accompanying statements I and II, in the Bijapur District provided that the land mentioned in the Statement II is Government land.

2. The grant of the above lease is subject to the terms and conditions mentioned below:-

(a) the mining lease shall be only in respect of lime-stone and clay. If other minerals are found in association with these minerals they should be brought to the notice of Government and if the applicants desire to mine these minerals along with lime-stone and clay they should do so only after the consent of Government is obtained.

(b) Royalty for lime-stone should be charged at the rate of 5 per cent. of the sale value at the pit's mouth subject to a minimum of 4 Annas per tone and that for clay should be charged at the rate of 5 per cent. of the sale value at the pit's mouth;

(c) the dead rent shall be charged at the rate of Rs. 10/- per year per acre. The Company will be liable to pay the dead rent or royalty whichever is higher in amount but not both.

(d) Surface rent shall be charged at the rate, not exceeding the land revenue and cesses assessable on the land.

(P.T.O.

3 of the Atomic Energy Act, No.XXIX of 1943, ed in the property under the licence, the licencees shall make available such minerals to the Government of India.

(f) The lease is subject to the provisions of the Mineral Concession Rules, 1949, and also to any rules issued or to be issued under Section 6 of the Act No. LIII of 1948 "Mines and Minerals" (Regulation and Development).

(g) The lessees should pay to the Collector of Bijapur immediately a deposit of Rs. 500/- for meeting preliminary expenses as per rule 29 of the Mineral Concession Rules, 1949.

(h) The applicants should furnish to the Collector of Bijapur an accurate map of the areas applied for duly attested by them. The Collector is authorised to get the map prepared, if the applicants so desire and recover the cost from the above deposit of Rs. 500/-.

(i) The applicants should pay to the Collector of Bijapur necessary security deposit under rule 36 of the Rules before the lease is issued to them.

By order of the Governor of Bombay,

D.S. Joshi,
Secretary to Government.

HJB/4.

BN ... 5/1

Mining Lease for extracting Limestone and Clay.
Grant of - to the Bagalkot Cement Company Limited, Bombay.

Government of Bombay.
Development Department.
Corrigendum No. M N L 1551.
Bombay No. 1, 28th December 1951.

CORRIGENDUM.

For the words "for one or two periods, each" occurring in line 8 of Government Resolution, Development Department, No. M N L 1551, dated the 4th December 1951, substitute the words "for one period."

By order of the Governor of Bombay,

N.N. Elijah,
Assistant Secretary to Government.

42-
To 1-

The Collector of Bijapur,

The Director of Industries,

The ----

The Solicitor to Government,

The Accountant General, Bombay, (through the Finance Department),

The Finance Department,

The Bagalkot Cement Company Limited, Bombay (by letter).

HJB/28

Mining Leases/5th

16/1/52